



BellSouth Telecommunications, Inc.
Suite 2104
333 Commerce Street
Nashville, TN 37201-3300

Charles L. Howorth, Jr.
Regulatory Vice President

615 214-6520
Fax 615 214-8858

June 4, 2002

Mr. Joe Werner, Chief
Telecommunications Division
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee

RECEIVED

JUN 04 2002

TARIFF FILING

0200669

TELECOMMUNICATIONS DIVISION

Dear Mr. Werner:

SUBJECT: Tariff Filing for Contract Service Arrangement TN96-7250-00

Attached is a Contract Service Arrangement tariff filing of BellSouth Telecommunications, Inc., issued June 4, 2002. We request that this tariff be effective June 14, 2002.

General Subscriber Services Tariff A

Section A5 - Second Revised Page 66

- Original Page 66.1

This Contract Service Arrangement is being submitted to the Tennessee Regulatory Authority for review and approval. Details may be found in the Executive Summary which is included with this filing package.

On April 3, 2001, the Authority adopted new Rules in Docket No. 00-00702. In view of the Authority's expressed desire to implement these Rules as the Authority's policy pending final approval, BellSouth filed a tariff to voluntarily comply with these Rules, and that tariff became effective on August 15, 2001. Since these Rules have now been implemented as the Authority's policy, BellSouth is submitting this filing under provisions in those Rules which allow a 10-day interval for the Authority's review and approval of tariffs for special contracts.

We appreciate your returning a receipted copy as evidence of this tariff filing. Please call Paul Stinson at 214-3839 if you have questions or wish to discuss.

Yours truly,

Attachment

EXECUTIVE SUMMARY
CSA NOs. TN00-1955-01, TN01-1767-00 & TN02-7025-01
(ADDENDUMS TO TN96-7250-00)

INTRODUCTION

The purpose of this filing is make various changes to Contract Service Arrangement TN96-7250-00 as specified in Addendums TN00-1955-01, TN01-1767-00 and TN02-7025-01. These changes include the addition of Subrate T3 speeds, Committed Information Rates (CIRs), and Broadband Exchange Line Extension (BBELs) to the original Contract. That original Contract was approved by the Authority with an effective date of May 6, 1997, TRA Tariff No. 92-127.

DESCRIPTION OF SERVICE:

These Addendums include various changes to Contract Service Arrangement TN96-7250-00, including the provision of Subrate T3 speeds, Committed Information Rates (CIRs), and Broadband Exchange Line Extension (BBELs) as described in A40.1 of the General Subscriber Services Tariff.

DESCRIPTION OF CONTRACT SERVICE ARRANGEMENT

This Contract Service Arrangement is for a term of 11 months. All individual rates, terms and conditions for services provided under these addenda are contained in the contracts included with this filing. Since the latest Addendum, TN02-7025-01 references Master Services Agreement AL00-0388-00, a copy of that contract is also attached for reference.

REVENUE AND COST INFORMATION

Revenue and cost information associated with this contract is filed under separate cover and is subject to a proprietary agreement.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.6 Contract Service Arrangements (Cont'd)

A5.6.1 Rates and Charges (Cont'd)

A. The following is a listing of rates and charges to subscribers requiring contract service arrangements. (Cont'd)

39. Case No. TN96-7250-00 (Addendums: TN00-1955-00, TN01-1767-00, TN02-7025-01)

a. This Contract Service Arrangement provides Frame Relay *Subrate T3 speeds, Committed Information Rates (CIRs), and Broadband Exchange Line Extension (BBELs) service* for a minimum service period of *eleven (11)* months. Additional terms and conditions that are specific to this contract have been filed with the Tennessee Regulatory Authority and will be made available to interested customers.

(1) Customer Connection to Frame Relay, minimum of one required per Customer to subscribe to Frame Relay service. Each Customer Connection includes 1 DLCI, (provisioning USOC: XAFD1).

| | Nonrecurring Charge | 11 Months Monthly Rate | USOC | |
|---|---------------------|------------------------|-------|-----|
| (a) 56 Kbps, each | \$- | \$49.00 | FRH56 | |
| (b) 64 Kbps, each | - | 69.00 | FRH64 | (N) |
| (c) 256 Kbps, each | 460.00 | 147.00 | FRH25 | (N) |
| (d) 1.536 Mbps, each | - | 319.00 | FRH15 | |
| (e) 44.210 Mbps, each | - | 3250.00 | FHR10 | (N) |
| (2) Subrate T3 Customer Connection to Frame Relay, minimum of 1 required per Customer to subscribe to Frame Relay Service | | | | (N) |
| (a) 3 Mbps, each | 2000.00 | 900.00 | FRH03 | (N) |
| (b) 6 Mbps, each | 2000.00 | 960.00 | FRH06 | (N) |
| (c) 9 Mbps, each | 2000.00 | 1142.00 | FRH09 | (N) |
| (d) 12 Mbps, each | 2000.00 | 1324.00 | FRH2M | (N) |
| (e) 15 Mbps, each | 2000.00 | 1506.00 | FRH5M | (N) |
| (f) 18 Mbps, each | 2000.00 | 1688.00 | FRH18 | (N) |
| (g) 21 Mbps, each | 2000.00 | 1870.00 | FRH21 | (N) |
| (h) 24 Mbps, each | 2000.00 | 2052.00 | FRH4M | (N) |
| (i) 27 Mbps, each | 2000.00 | 2234.00 | FRH27 | (N) |
| (j) 30 Mbps, each | 2000.00 | 2416.00 | FRH30 | (N) |
| (k) 33 Mbps, each | 2000.00 | 2598.00 | FRH33 | (N) |
| (3) Broadband Exchange Line-FPO Extension | | | | (N) |
| (a) An extension < 20 miles, 56 Kbps, each | - | 20.00 | FPC56 | (N) |
| (b) An extension 20 to 50 miles, 56 Kbps, each | - | 28.00 | FPD56 | (N) |
| (c) An extension 51 to 75 miles, 56 Kbps, each | - | 43.00 | FPE56 | (N) |
| (d) An extension 76 to 100 miles, 56 Kbps, each | - | 50.00 | FPF56 | (N) |
| (e) An extension 20 to 50 miles, 64 Kbps, each | - | 28.00 | FPD64 | (N) |
| (f) An extension 51 to 75 miles, 64 Kbps, each | - | 43.00 | FPE64 | (N) |
| (g) An extension 76 to 100 miles, 64 Kbps, each | - | 50.00 | FPF64 | (N) |
| (h) An extension < 20 miles, 1.536 Mbps, each | - | 125.00 | FPC15 | (N) |
| (i) An extension 20 to 50 miles, 1.536 Mbps, each | - | 215.00 | FPD15 | (N) |
| (j) An extension 51 to 75 miles, 1.536 Mbps, each | - | 290.00 | FPE15 | (N) |
| (k) An extension 76 to 100 miles, 1.536 Mbps, each | - | 380.00 | FPF15 | (N) |
| (l) An extension < 20 miles, 44.210 Mbps, each | - | 1640.00 | FPC44 | (N) |
| (m) An extension 20 to 50 miles, 44.210 Mbps, each | - | 2480.00 | FPD44 | (N) |
| (n) An extension 51 to 75 miles, 44.210 Mbps, each | - | 3150.00 | FPE44 | (N) |
| (o) An extension 76 to 100 miles, 44.210 Mbps, each | - | 3825.00 | FPF44 | (N) |

(M)

EFFECTIVE: June 14, 2002

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.6 Contract Service Arrangements (Cont'd)

A5.6.1 Rates and Charges (Cont'd)

A. The following is a listing of rates and charges to subscribers requiring contract service arrangements: (Cont'd)

39. Case No. TN96-7250-00 (*Addendums: TN00-1955-00, TN01-1767-00, TN02-7025-01*) (con't)

(4) Per Subrate T3 Customer Connection Speed Change Request

| | Nonrecurring Charge \$500.00 | 11 Months Monthly Rate \$- | USOC | |
|--|------------------------------------|----------------------------------|-------|-----|
| (a) Per | | | | |
| (5) Broadband Exchange Line-FPO | | | FRHT3 | (N) |
| (a) 56 Kbps, each | - | 61.00 | FP156 | (T) |
| (b) 1.536 Mbps, each | - | 136.00 | FP115 | |
| (c) 44.210 Mbps, each | - | 1400.00 | FP144 | (N) |
| (6) Frame Relay Service Feature Charge, Data Link Connection Identifier (DLCI), Additional | | | | (N) |
| (a) Per Customer Connection | - | 2.00 | FRVDX | (N) |
| (7) Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC | | | | (T) |
| (a) 1 thru 32 kbps | - | 8.00 | FRVR3 | |
| (b) 33 thru 56 Kbps | - | 13.00 | FRVR5 | (N) |
| (c) 57 thru 64 Kbps | - | 14.00 | FRVR6 | (N) |
| (d) 65 thru 128 Kbps | - | 19.00 | FRVR1 | (N) |
| (e) 129 thru 256 Kbps | - | 29.00 | FRVR2 | (N) |
| (f) 257 thru 384 Kbps | - | 41.00 | FRVR4 | (N) |
| (g) 385 thru 512 Kbps | - | 51.00 | FRVR8 | (N) |
| (h) 513 thru 768 Kbps | - | 93.00 | FRVR7 | (N) |
| (i) 769 Kbps thru 1.536 Mbps | - | 140.00 | FRVR9 | (N) |
| (j) 1.537 thru 4 Mbps | - | 200.00 | FRVRJ | (N) |
| (k) 4.1 thru 10 Mbps | - | 370.00 | FRVRK | (N) |
| (l) 10.1 thru 16 Mbps | - | 650.00 | FRVRL | (N) |
| (m) 16.1 thru 34 Mbps | - | 1700.00 | FRVRM | (N) |
| (n) 34.1 thru 44.210 Mbps | - | 2200.00 | FRVRN | (N) |

40. Case No. TN96-6183-00

a. This Contract Service Arrangement provides for Frame Relay service. A minimum service period of 37 months is required. Additional terms and conditions that are specific to this contract have been filed as proprietary information with the Tennessee Regulatory Authority and will be made available to interested customers through permission from BellSouth.

(1) Customer Connection to Frame Relay service, minimum of one Customer Connection is required per customer to subscribe to Frame Relay service. Each Customer Connection includes one DLCI. (Provisioning USOC: XAFD1).

| | Nonrecurring Charge | 37 Months Monthly Rate | USOC | |
|---|------------------------|---------------------------|-------|-----|
| (a) 56 kbps | - | \$41.65 | FRH56 | (M) |
| (b) 1.536 mbps | - | 303.05 | FRH15 | (M) |
| (2) Broadband Exchange Line - FPO | | | | (M) |
| (a) 56 kbps, each | - | 51.85 | FP156 | (M) |
| (b) 1.536 mbps, each | - | 129.20 | FP115 | (M) |
| (3) Broadband Exchange Line Extension - less than 20 miles, per extension | | | | (M) |
| (a) 56 kbps, each | - | 15.00 | FPC56 | (M) |

**ADDENDUM
AGREEMENT**

Case Number TN00-1955-00

DD
33

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and [REDACTED] ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Special Service Arrangement Agreement TN96-7250-00. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

This Addendum is valid through: 7/15/00.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber [REDACTED]

By: [REDACTED]

Authorized Signature

Printed Name: [REDACTED]

Title: VP, DATA COMMUNICATIONS MGR.

Date: MARCH 29, 2000

Company:

BellSouth Telecommunications, Inc..

By: [REDACTED]

Authorized Signature

Printed Name: Dan Wilson

Title: Assistant Vice President

Date: 4/5/00

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 1 of 3

Customer Initials [REDACTED]

Date: 3/29/00

(THU) 6. 8'00 13:56/ST. 13:56/NO. 4862022193 P 2

484 471 0201

FROM BBS SALES SUPPORT

**ADDENDUM
AGREEMENT**

Case Number TN00-1955-00
Option 1 of 1

Service description:

This Addendum is to set coterminous dates to existing sold Contract Service Arrangement (CSA) TN96-7250-00.

This Agreement to have a start date of 3/30/2000, and a end date of 3/30/2003. Terms and conditions to be coterminous with the Master Service Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 2 of 3

Customer Initials

Date

3/29/00

FROM BBS SALES SUPPORT

404 471 0201

(THU) 6. 8' 00 13:57/ST.13:56/NO.4862022193 P 3

AGREEMENT

RATES AND CHARGES

NOTES:

All notes are applicable as per CSA TN96-7250-00.

A Addendum to add additional notes as follows:

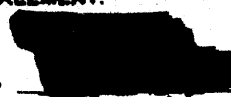
If any of the service is disconnected prior to the expiration of this S.S.A., then Subscriber will pay a one time Contract Preparation Charge of four hundred ninety six (\$496.00) dollars..

PRIVATE/PROPRIETARY
CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE
BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 3 of 3

Customer Initials

Date


3/29/00

FROM BBS SALES SUPPORT

404 471 0201

(THU) 6. 8:00 13:57/ST. 13:56/NO. 4862022193 P 4

**ADDENDUM
AGREEMENT**

Case Number TN01-1767-00

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and [REDACTED] ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Special Service Arrangement Agreement TN96-7250-00. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

This Addendum is valid through: 7/2/01.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:

[REDACTED]

By:

Authorized Signature

Printed Name:

Title: VP, Data Communications

Date:

3/20/01

Company:

BellSouth Telecommunications, Inc...

By:

Authorized Signature

Printed Name:

Title:

Date:

PRIVATE/PROPRIETARY
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Page 1 of 5

Customer Initials

Date

3/20/01

ADDENDUM
AGREEMENT

Case Number TN01-1767-00
Option 1 of 1

Service description:

This Addendum provides adding Customer Connection speeds at 256 Kbps for intraLATA Frame Relay Service to existing sold Contract Service Arrangement (CSA) TN96-7250-00.

This Agreement is coterminous with CSA TN96-7250-00 and Addendum Agreement TN00-1955-00.

All rules and regulations of Contract Service Arrangement Agreement TN96-7250-00 and Addendum Agreement TN00-1955-00 apply to this Addendum Agreement.

There are no other changes, deletions, or additions to the above referenced Contract Service Arrangement Agreement included in this Addendum Agreement. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 2 of 5

Customer Initials

Date


3/20/01

ADDENDUM
AGREEMENT

Case Number TN01-1767-00
Option 1 of 1

RATES AND CHARGES

| <u>Rate Element</u> | <u>Non-Recurring</u> | <u>Monthly Rate</u> | <u>USOC</u> |
|---|----------------------|---------------------|-------------|
| 1. Customer Connection to Frame Relay, minimum of 1 required per Customer to subscribe to Frame Relay service. Each Customer Connection includes 1 DLCL, (provisioning USOC:XAFD1) 256 Kbps, each (Addendum to TN96-7250-00 - add 256 Kbps speed). | \$460.00 | \$147.00 | FRH25 |

NOTES:

All notes are applicable as per CSA TN96-7250-00, and Addendum Agreement
TN00-1955-00.

Addendum to add additional notes as follows:

If any of the service is disconnected prior to the expiration of this C.S.A., then Subscriber will
pay a Contract Preparation Charge of two hundred ninety nine (\$299.00) dollars.

9mc exp 1/02

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 3 of 5

Customer Initials

Date

[Redacted Signature]
3/20/01

**ADDENDUM
AGREEMENT**

Case Number TN02-7025-01

MASTER SERVICES AGREEMENT - ORDER ATTACHMENT FOR CSA SERVICES

This Order Attachment Agreement is Made Pursuant to the Master Services Agreement No.

AL00-0388-00

This Agreement is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff.

This Agreement is subject to the approval of the Tennessee Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 7/15/02.

Customer's Billing Address:

[REDACTED]

PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT

Page 1 of 15

Customer Initials

Date

[REDACTED]
5/7/02

**ADDENDUM
AGREEMENT**

Case Number TN02-7025-01

Option 1 of 1

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Order Attachment Agreement is an Addendum Agreement to add Subrate T3 speeds, Committed Information Rates (CIRs), and Broadband Exchange Line Extension (BBELs) to existing Contract Service Arrangement (CSA) TN96-7250-00 and Addendum TN01-1767-00, and TN00-1955-00.

This Agreement to expire March 30, 2003.

There are no other changes, deletions, or additions to the above referenced Contract Service Arrangement Agreement included in this Addendum Agreement. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force.

IN WITNESS WHEREOF, the Parties hereto have caused this Order Attachment to be executed by their respective duly authorized representatives on the date indicated below.

Accepted by:

Sub:

By:

Authorized Signature

Printed Name:

Title: VP, Data CommunicationsDate: 5/7/02

Company:

BellSouth Telecommunications, Inc.

By BellSouth Business Systems, Inc.

By:

Authorized Signature

Printed Name:

Title:

Date:

PRIVATE/PROPRIETARY

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Page 2 of 15

Customer Initials

Date

5/7/02

**ADDENDUM
AGREEMENT**Case Number TN02-7025-01
Option 1 of 1

By accepting this BellSouth Agreement, the Subscriber to the service acknowledges that the Agreement has been executed in response to a competitive offer from another telecommunications service provider.

Subscriber:
By: 
Authorized Signature

PRIVATE/PROPRIETARY

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Customer Initials 

Date

5/7/02

AGREEMENT

Case Num:

TN02-7025-01

NO. 919

005

Option 1 of 1

RATES AND CHARGES

| <u>Rate Element</u> | <u>Non-Recurring</u> | <u>Monthly Rate</u> | <u>USOC</u> |
|---|----------------------|---------------------|-------------|
| 1. Customer Connection to Frame Relay, minimum of 1 required per Customer to subscribe to Frame relay service. Each Customer Connection includes 1 DLCI, (provisioning USOC:XAFD1) 64 Kbps, each (for provisioning only) (Addendum to TN96-7250-00 -Add Rate Element) | \$0.00 | \$69.00 | FRH64 |
| 2. Customer Connection to Frame Relay, minimum of 1 required per Customer to subscribe to Frame relay service. Each Customer Connection includes 1 DLCI, (provisioning USOC:XAFD1) 44.210 Mbps, each (for provisioning only) (Addendum to TN96-7250-00 -Add Rate Element) | \$0.00 | \$3,250.00 | FRH10 |
| 3. Subrate T3 Customer Connection to Frame Relay, minimum of 1 required per Customer to subscribe to Frame Relay Service. 3 Mbps, each (Addendum to TN96-7250-00 -Add Rate Element) | \$2,000.00 | \$900.00 | FRH03 |
| 4. Subrate T3 Customer Connection to Frame Relay, minimum of 1 required per Customer to subscribe to Frame Relay Service. 6 Mbps, each (Addendum to TN96-7250-00 -Add Rate Element) (Addendum to GA96-7251-00 -Add Rate Element) | \$2,000.00 | \$960.00 | FRH06 |
| 5. Subrate T3 Customer Connection to Frame Relay, minimum of 1 required per Customer to subscribe to Frame Relay Service. | \$2,000.00 | \$1,142.00 | FRH09 |

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Customer Initials

Date

8/17/02

AGREEMENTCase Numbr TN02-7025-01
Option 1 of 1

NO. 919

006

RATES AND CHARGES

| <u>Rate Element</u> | <u>Non-Recurring</u> | <u>Monthly Rate</u> | <u>USOC</u> |
|--|----------------------|---------------------|-------------|
| 5. 9 Mbps, each (Addendum to TN96-7250-00 -Add Rate Element) | | | |
| 6. Subrate T3 Customer Connection to Frame Relay, minimum of 1 required per Customer to subscribe to Frame Relay Service. 12 Mbps, each (Addendum to TN96-7250-00 -Add Rate Element) | \$2,000.00 | \$1,324.00 | FRH2M |
| 7. Subrate T3 Customer Connection to Frame Relay, minimum of 1 required per Customer to subscribe to Frame Relay Service. 15 Mbps, each (Addendum to TN96-7250-00 -Add Rate Element) | \$2,000.00 | \$1,506.00 | FRH5M |
| 8. Subrate T3 Customer Connection to Frame Relay, minimum of 1 required per Customer to subscribe to Frame Relay Service. 18 Mbps, each (Addendum to TN96-7250-00 -Add Rate Element) | \$2,000.00 | \$1,688.00 | FRH18 |
| 9. Subrate T3 Customer Connection to Frame Relay, minimum of 1 required per Customer to subscribe to Frame Relay Service. 21 Mbps, each (Addendum to TN96-7250-00 -Add Rate Element) | \$2,000.00 | \$1,870.00 | FRH21 |
| 10. Subrate T3 Customer Connection to Frame Relay, minimum of 1 required per Customer to subscribe to Frame Relay Service. 24 Mbps, each | \$2,000.00 | \$2,052.00 | FRH4M |


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Customer Initials

Date


5/7/02

AGREEMENTCase Number N02-7025-01
Option 1 of 1

NO. 919

007

RATES AND CHARGES

| <u>Rate Element</u> | <u>Non-Recurring</u> | <u>Monthly Rate</u> | <u>USOC</u> |
|---|----------------------|---------------------|-------------|
| 10. (Addendum to TN96-7250-00 -Add Rate Element) | | | |
| 11. Subrate T3 Customer Connection to Frame Relay, minimum of 1 required per Customer to subscribe to Frame Relay Service. 27 Mbps, each (Addendum to TN96-7250-00 -Add Rate Element) | \$2,000.00 | \$2,234.00 | FRH27 |
| 12. Subrate T3 Customer Connection to Frame Relay, minimum of 1 required per Customer to subscribe to Frame Relay Service. 30 Mbps, each (Addendum to TN96-7250-00 -Add Rate Element) | \$2,000.00 | \$2,416.00 | FRH30 |
| 13. Subrate T3 Customer Connection to Frame Relay, minimum of 1 required per Customer to subscribe to Frame Relay Service. 33 Mbps, each (Addendum to TN96-7250-00 -Add Rate Element) | \$2,000.00 | \$2,598.00 | FRH33 |
| 14. Per Subrate T3 Customer Connection Speed Change Request (Addendum to TN96-7250-00 -Add Rate Element) | \$500.00 | \$.00 | FRHT3 |
| 15. Broadband Exchange Line-FPO, 44.210 Mbps, each (Addendum to TN96-7250-00 -Add Rate Element) | \$.00 | \$1,400.00 | FP144 |
| 16. Broadband Exchange Line-FPO Extension, an extension < 20 miles, | \$.00 | \$20.00 | FPC56 |

PRIVATE/PROPRIETARY

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Customer Initials

Date

5/7/02

AGREEMENTCase Num: TN02-7025-01
Option 1 of 1

NO. 919

D08

RATES AND CHARGES

| <u>Rate Element</u> | <u>Non-Recurring</u> | <u>Monthly Rate</u> | <u>USOC</u> |
|---|----------------------|---------------------|-------------|
| 16. 56 Kbps, each (Addendum to TN96-7250-00 -Add Rate Element) | | | |
| 17. Broadband Exchange Line-FPO Extension, an extension 20 to 50 miles, 56 Kbps, each (Addendum to TN96-7250-00 -Add Rate Element) | \$.00 | \$28.00 | FPD56 |
| 18. Broadband Exchange Line-FPO Extension, an extension 51 to 75 miles, 56 Kbps, each (Addendum to TN96-7250-00 -Add Rate Element) | \$.00 | \$43.00 | FPE56 |

| <u>Rate Element</u> | <u>Non-Recurring</u> | <u>Monthly Rate</u> | <u>USOC</u> |
|--|----------------------|---------------------|-------------|
| 19. Broadband Exchange Line-FPO Extension, an extension 76 to 100 miles, 56 Kbps, each (Addendum to TN96-7250-00 -Add Rate Element) | \$.00 | \$50.00 | FPF56 |
| 20. Broadband Exchange Line-FPO Extension, an extension 20 to 50 miles, 64 Kbps, each (Addendum to TN96-7250-00 -Add Rate Element) | \$.00 | \$28.00 | FPD64 |
| 21. Broadband Exchange Line-FPO Extension, an extension 51 to 75 miles, 64 Kbps, each (Addendum to TN96-7250-00 -Add Rate Element) | \$.00 | \$43.00 | FPE64 |
| 22. Broadband Exchange Line-FPO Extension, an extension 76 to 100 miles, | \$.00 | \$50.00 | FPF64 |

PRIVATE/PROPRIETARY

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NO. 919

009

RATES AND CHARGES

| <u>Rate Element</u> | <u>Non-Recurring</u> | <u>Monthly Rate</u> | <u>USOC</u> |
|--|----------------------|---------------------|-------------|
| 22. 64 Kbps, each (Addendum to TN96-7250-00 -Add Rate Element) | | | |
| 23. Broadband Exchange Line-FPO Extension, an extension < 20 miles, 1.536 Mbps, each (Addendum to TN96-7250-00 -Add Rate Element) | \$.00 | \$125.00 | FPC15 |
| 24. Broadband Exchange Line-FPO Extension, an extension 20 to 50 miles, 1.536 Mbps, each (Addendum to TN96-7250-00 -Add Rate Element) | \$.00 | \$215.00 | FPD15 |
| 25. Broadband Exchange Line-FPO Extension, an extension 51 to 75 miles, 1.536 Mbps, each (Addendum to TN96-7250-00 -Add Rate Element) | \$.00 | \$290.00 | FPE15 |

| <u>Rate Element</u> | <u>Non-Recurring</u> | <u>Monthly Rate</u> | <u>USOC</u> |
|---|----------------------|---------------------|-------------|
| 26. Broadband Exchange Line-FPO Extension, an extension 76 to 100 miles, 1.536 Mbps, each (Addendum to TN96-7250-00 -Add Rate Element) | \$.00 | \$380.00 | FPF15 |
| 27. Broadband Exchange Line-FPO Extension, an extension < 20 miles, 44.210 Mbps, each (Addendum to TN96-7250-00 -Add Rate Element) | \$.00 | \$1,640.00 | FPC44 |
| 28. Broadband Exchange Line-FPO Extension, an extension 20 to 50 miles, | \$.00 | \$2,480.00 | FPD44 |

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RATES AND CHARGES

| <u>Rate Element</u> | <u>Non-Recurring</u> | <u>Monthly Rate</u> | <u>USOC</u> |
|---|----------------------|---------------------|-------------|
| 28. 44.210 Mbps, each (Addendum to TN96-7250-00 -Add Rate Element) | | | |
| 29. Broadband Exchange Line-FPO Extension, an extension 51 to 75 miles, 44.210 Mbps, each (Addendum to TN96-7250-00 -Add Rate Element) | \$.00 | \$3,150.00 | FPE44 |
| 30. Broadband Exchange Line-FPO Extension, an extension 76 to 100 miles, 44.210 Mbps, each (Addendum to TN96-7250-00 -Add Rate Element) | \$.00 | \$3,825.00 | FPF44 |
| 31. Frame Relay Service Feature Charge, Data Link Connection Identifier (DLCI), Additional, per Customer Connection (Addendum to TN96-7250-00 -Add Rate Element) | \$.00 | \$2.00 | FRVDX |

| <u>Rate Element</u> | <u>Non-Recurring</u> | <u>Monthly Rate</u> | <u>USOC</u> |
|---|----------------------|---------------------|-------------|
| 32. Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 33 thru 56 Kbps (Addendum to TN96-7250-00 -Add Rate Element) | \$.00 | \$13.00 | FRVRS |
| 33. Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 57 thru 64 Kbps (Addendum to TN96-7250-00 -Add Rate Element) | \$.00 | \$14.00 | FRVR6 |

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RATES AND CHARGES

| <u>Rate Element</u> | <u>Non-Recurring</u> | <u>Monthly Rate</u> | <u>USOC</u> |
|--|----------------------|---------------------|-------------|
| 33. Element) | | | |
| 34. Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 65 thru 128 Kbps (Addendum to TN96-7250-00 -Add Rate Element) | \$.00 | \$19.00 | FRVR1 |
| 35. Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 129 thru 256 Kbps (Addendum to TN96-7250-00 -Add Rate Element) | \$.00 | \$29.00 | FRVR2 |
| 36. Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 257 thru 384 Kbps (Addendum to TN96-7250-00 -Add Rate Element) | \$.00 | \$41.00 | FRVR4 |

| <u>Rate Element</u> | <u>Non-Recurring</u> | <u>Monthly Rate</u> | <u>USOC</u> |
|--|----------------------|---------------------|-------------|
| 37. Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 385 thru 512 Kbps (Addendum to TN96-7250-00 -Add Rate Element) | \$.00 | \$51.00 | FRVR8 |
| 38. Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum | \$.00 | \$93.00 | FRVR7 |

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RATES AND CHARGES


| <u>Rate Element</u> | <u>Non-Recurring</u> | <u>Monthly Rate</u> | <u>USOC</u> |
|--|----------------------|---------------------|-------------|
| 38. transmission speed of the link at either end of the PVC, 513 thru 768 Kbps (Addendum to TN96-7250-00 -Add Rate Element) | | | |
| 39. Committed Information Rate (CIR), (per DLCT) cannot exceed the minimum transmission speed of the link at either end of the PVC, 769 Kbps thru 1.536 Mbps (Addendum to TN96-7250-00 -Add Rate Element) | \$0.00 | \$140.00 | FRVR9 |
| 40. Committed Information Rate (CIR), (per DLCT) cannot exceed the minimum transmission speed of the link at either end of the PVC, 1.537 thru 4 Mbps (Addendum to TN96-7250-00 -Add Rate Element) | \$0.00 | \$200.00 | FRVRJ |
| 41. Committed Information Rate (CIR), (per DLCT) cannot exceed the minimum transmission speed of the link at either end of the PVC, 4.1 thru 10 Mbps (Addendum to TN96-7250-00 -Add Rate Element) | \$0.00 | \$370.00 | FRVRK |
| 42. Committed Information Rate (CIR), (per DLCT) cannot exceed the minimum transmission speed of the link at either end of the PVC, 10.1 thru 16 Mbps (Addendum to TN96-7250-00 -Add Rate Element) | \$0.00 | \$650.00 | FRVRL |

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RATES AND CHARGES

| <u>Rate Element</u> | <u>Non-Recurring</u> | <u>Monthly Rate</u> | <u>USOC</u> |
|--|----------------------|---------------------|-------------|
| 42. Element) | | | |
| 43. Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 16.1 thru 34 Mbps (Addendum to TN96-7250-00 -Add Rate Element) | \$0.00 | \$1,700.00 | FRVRM |
| 44. Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 34.1 thru 44.210 Mbps (Addendum to TN96-7250-00 -Add Rate Element) | \$0.00 | \$2,200.00 | FRVRN |

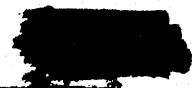
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**ADDENDUM
AGREEMENT**

Case Number TN02-7025-01

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RATES AND CHARGES**NOTES:**

All notes are applicable as per CSA TN96-7250-00 and Addendum TN01-1767-00, and TN00-1955-00.

Addendum to add additional notes as follows:

The following nonrecurring charges will not apply upon initial installation. However, if any of the service is disconnected prior to the expiration of this C.S.A., then Subscriber will pay full nonrecurring charges as identified below and a Contract Preparation Charge of three hundred one (\$301.00) dollars.

| | |
|---------------------|----------------|
| Rate Element #1 | \$400.00 each |
| Rate Element #2 | \$1225.00 each |
| Rate Element #15 | \$1000.00 each |
| Rate Element #16-22 | \$ 80.00 each |
| Rate Element #23-26 | \$125.00 each |
| Rate Element #27-30 | \$350.00 each |
| Rate Element #31 | \$ 25.00 each |

This nonrecurring charge applies per Subrate T3 Customer Connection (defined as a Customer Connection from 3 Mbps to 33 Mbps) requested to be changed to either 1) another speed Subrate T3 Customer Connection or 2) to a 44.210 Mbps Customer Connection. Accordingly, the Subrate T3 Speed Change Charge applies in lieu of the Nonrecurring Charge specified in Rates and Charges for the new speed Customer Connection.

END OF ARRANGEMENT AGREEMENT OPTION 1

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**ADDENDUM
AGREEMENT**

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Attachment 1

Customer and BellSouth acknowledge that various competitive alternatives are available to Customer in the State of Tennessee, including competitive alternatives to services provided herein, as evidenced by one or more of the following:

Customer has received offers for comparable services from one or more other service providers. Providers include DeltaCom, AT & T, MCI.

Customer is purchasing or has purchased comparable services from one or more other service providers. Providers include DeltaCom Long Distance & Internet services.

Customer has been contacted by one or more other service providers of comparable services. Providers include DeltaCom, KMG, AT & T, MCI.

Customer is aware of one or more other service providers from whom it can currently obtain comparable services. Providers include DeltaCom, KMG, AT & T, MCI.

Customer and BellSouth agree that the Customer's early termination of the Agreement without cause will result in damages that are indeterminable or difficult to measure as of this date and will result in the charging of liquidated damages.

Customer and BellSouth agree that with regard to services provided within the State of Tennessee, the amount of such liquidated damages shall equal the lesser of (A) the sum of the repayment of discounts received during the previous 12 months of the service, the repayment of any pro-rated waived or discounted non-recurring charges set forth in the Notes section of the

Agreement, and the repayment of the pro-rated contract preparation charge set forth in the Notes section of the Agreement;

or (B) six percent (6%) of the total Agreement amount, or twenty-four percent (24%) of the average annual revenue for an

Agreement with a term longer than four (4) years. Notwithstanding any provisions in the Agreement to the contrary, Customer

and BellSouth agree that with regard to services provided within the State of Tennessee, this Paragraph of this Addendum

sets forth the total amounts of liquidated damages the Customer must pay upon early termination of the Agreement without

cause. Customer and BellSouth agree that these amounts represent a reasonable estimate of the damages BellSouth would suffer

as a result of such early termination and that these amounts do not constitute a penalty.

In the event that the Customer terminates this Agreement without cause prior to the expiration of this Agreement, the Customer

shall pay a termination charge as specified in Attachment 1, Paragraph 2 above of this Agreement. The Customer may request

a calculation of the termination charge at any time during the term of this Agreement. Based on the information available

at the start of this Agreement, at the end of the first six (6) months of the Agreement period and for each six (6) month

period thereafter, the estimated amount of the termination liability charge will be \$31,070. In any event, the estimated

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**ADDENDUM
AGREEMENT**

Case Number TN02-7025-01

Option 1 of 1

Attachment 1

termination liability charge will not exceed this amount.

Should the Customer elect to terminate this Agreement prior to the expiration date without cause, the actual termination charge will be calculated in accordance with Attachment 1, Paragraph 2 above and based on information available at the time of termination.

Except in the case where the Customer assigns this Agreement to a certified reseller in accordance with Paragraph 7.(b), Customer may not assign its rights or obligations under this Agreement without the express written consent of the Company and only pursuant to the conditions contained in the appropriate tariff.

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BellSouth BusinessSM Master Services Agreement

This BellSouth BusinessSM Master Services Agreement (this "Agreement") effective as of the "Effective Date" (as defined below), by and among the "BellSouth Companies" (as defined and specifically identified in Exhibit 1 to this Agreement), BellSouth Business Systems, Inc., ("BBS") and [REDACTED] ("Customer").

For and in consideration of the mutual promises and agreements contained herein, the parties intending to be legally bound, hereby agree as follows:

I. General.

- A. Except as set forth in Section XVI below, this Agreement sets forth the terms and conditions pursuant to which each individual BellSouth Company provides its respective communications related services ("Services") and any related equipment ("Equipment") to Customer. Set forth in the attachments to this Agreement (together with any Order Addendum or Order Attachment accepted as set forth in an attachment, collectively, the "Attachments" and individually, an "Attachment") are specific terms and conditions (the "Terms and Conditions") governing the Services and Equipment provided to Customer by each BellSouth Company. The term "Main Agreement" means the body of this document and the Exhibits, but excludes all Attachments. The term "Agreement" means the Main Agreement and all Attachments. All Attachments and Exhibits are incorporated into this Agreement by reference. If there is a discrepancy or conflict between the Main Agreement and the Attachments, the Attachments will prevail.
- B. Each BellSouth Company agrees to provide its respective Services and Equipment, and Customer agrees to such Services and Equipment, at the rates and charges, set forth in and subject to the provisions of this Agreement. The initial Services and any Equipment for each BellSouth Company are as set forth in the Attachment for each BellSouth Company.
- C. The parties acknowledge and agree that this Agreement may be amended from time to time to include additional BellSouth Companies as parties and to include such additional equipment and services provided by such additional BellSouth Companies as the parties and such additional BellSouth Company agree. Such amendment will be evidenced by the inclusion of an amended Exhibit 1 and an Attachment for the new BellSouth Company (both initialed by Customer, BBS and the new BellSouth Company).
- D. Additional services and equipment may be made available to, and accepted by, Customer as announced, and under terms and conditions

established, by the relevant BellSouth Company. Customer may from time to time request additional services and/or equipment from a BellSouth Company. The terms and conditions applicable to any additional services and/or equipment are the Terms and Conditions set forth in the applicable Attachment and, as to BST, in order attachments (individually, an "Order Attachment" and collectively the "Order Attachments") and, as to the other BellSouth Companies, order addenda (individually, an "Order Addendum" and collectively, the "Order Addenda") to be executed by Customer and the relevant BellSouth Company, in connection with such additional services and equipment.

- E. Upon request, BBS will provide Customer with the relevant BellSouth Company's then current form of Order Addendum/Order Attachment for the placement and acceptance of orders for any such additional services and equipment. Upon acceptance by the relevant BellSouth Company, any such additional services and/or equipment will be included in the Services and Equipment hereunder and will be subject to the terms and conditions of this Agreement. Any accepted Order Addendum/Order Attachment for additional services and equipment to be included in the Services and Equipment will include a description of such additional services and equipment and all fees and charges for such services and equipment

- II. **Term.** The term of the Main Agreement commences on the Effective Date and ends on the date on which the term of the last Attachment hereto ends. "Effective Date" means the date on which the Main Agreement is executed by BBS on behalf of the BellSouth Companies. The term for any Attachment for any individual BellSouth Company and the applicable circumstances under which any particular Attachment may be terminated as to any individual BellSouth Company are set forth in the Attachment for each such BellSouth Company. Upon the termination of any Attachment with respect to any BellSouth Company, the Main Agreement is deemed terminated with respect to such BellSouth Company. Under such circumstances, the Main Agreement and all other Attachments remain in full force and effect with respect to the remaining BellSouth Companies and the Services and Equipment provided by each.

- III. **Single Point of Contact.** During the term of this Agreement, Customer's BBS account team will perform certain functions and roles on behalf of the BellSouth Companies (the "SPOC Functions"). The SPOC functions shall include BBS coordination of issues arising between BellSouth Companies' participation in this Agreement and BBS coordination of certain marketing efforts to address Customer service requirements. BBS hereby agrees to act in such capacity on behalf of the BellSouth Companies. Except in connection with SPOC Functions, Customer will deal directly with each of the BellSouth Companies with respect to changes to existing Services and Equipment, reporting of problems with Services and Equipment, and questions about billing by the respective BellSouth Company.

BBS's duties under this Agreement are limited to SPOC Functions. Without limiting the generality of the foregoing, BBS has no duty to Customer with respect to the delivery of any Services and Equipment or subsequent services and equipment, it being acknowledged and agreed that BBS is not the provider of any Services or Equipment under this Agreement or otherwise. The obligations of each BellSouth participating company for Services and Equipment shall be set forth in the appropriate attachment to this Agreement.

- IV. **Taxes.** Unless otherwise provided in an Attachment, all charges and fees are exclusive of applicable federal, state or local taxes. Customer agrees to pay to the BellSouth Company providing the relevant Service or Equipment amounts equal to any taxes resulting from this Agreement, the provision of any Service or Equipment or any activities hereunder, exclusive of taxes on the net income of the BellSouth Company that provides the relevant Service or Equipment. The relevant BellSouth Company may add such taxes to invoices submitted to Customer. Customer will be responsible for any ad valorem, property, or other taxes assessable on any equipment included in the Services and Equipment on or after delivery to the installation site.

V. **Customer's Responsibilities.**

- A. Customer will not use any Services or Equipment in any way that would be or would assist any third party to be in violation of any law, or this Agreement. Customer will not use, transmit or publish in connection with the Services and Equipment any information, software or other content in any manner that violates or infringes upon the rights of any others or use the facilities and capabilities of the Services and Equipment to conduct any business or activity or solicit the performance of any activity that is prohibited by law. Customer will comply with all applicable laws, rules and regulations in connection with the Services and Equipment.
- B. Delay or failure by Customer to accept Services or Equipment after a service order has been accepted and the Service or Equipment installed by BellSouth may result in an adjustment to the costs or the schedule for delivery of the Services and Equipment, and may release the BellSouth Company from its obligations hereunder to the extent that the BellSouth Company is adversely affected by such Customer delay or failure.

- VI. **Assignment.** Except as set forth below or in an Attachment, neither the rights nor the obligations of Customer or any BellSouth Company may be assigned or delegated without the prior written consent of BBS (as to any attempted assignment or delegation by Customer) or of Customer (as to any attempted assignment or delegation by a BellSouth Company), which consent will not be unreasonably withheld or delayed. Any attempted assignment or delegation without the prior written consent of the relevant party will be void. Notwithstanding the foregoing, any BellSouth Company may, without Customer's

consent, (A) assign or delegate this Agreement and/or any duties or obligations hereunder to any entity owned in whole or in part by BellSouth Corporation or by one or more of its direct or indirect subsidiaries, or (B) subcontract the performance of any of its obligations under this Agreement. Except as otherwise specifically stated in this Agreement, the provisions of this Agreement are for the benefit of the parties hereto and not for any other person. Each BellSouth Company shall remain legally responsible for any Services or Equipment that is subcontracted to a Subcontractor.

VII. Trade Name, Trademarks and Service Marks; Use of Materials, Marks and Information; Confidentiality and Announcements.

- A. BellSouth BusinessSM, BellSouth BusinessTM and BellSouth Business are a service mark, trademark and trade name, respectively, of BellSouth Intellectual Property Corporation licensed to and with respect to the trade name, used to collectively identify BellSouth Business Systems, Inc., BellSouth Communication Systems, Inc. and BellSouth MNS, Inc. All other BellSouth Company names and logos and all related product and service names, design marks and slogans are the property of the BellSouth Companies or their affiliates. Customer is not authorized to and will not use any BellSouth Company name or mark in any advertising, publicity or in any other manner without the prior written consent of BBS.
- B. Customer will not make any media release or other public announcement relating to or referring to the Agreement without the prior written consent of BBS.
- C. Except as set forth in this Section VII, or as otherwise expressly provided in this Agreement, the BellSouth Companies, BBS and Customer each agree that (i) all information communicated to it by the other and identified and marked as confidential, (ii) all information identified as confidential to which it has access in connection with the Services and Equipment, whether before or after the date hereof, and (iii) this Agreement and the parties' rights and obligations thereunder and hereunder (collectively, "Confidential Information"), will be and will be deemed to have been received in confidence and will be used only for purposes of this Agreement, and each of the parties agrees to use the same means as it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and to protect the confidentiality thereof. No Confidential Information will be disclosed by the recipient party without the prior written consent of the disclosing party; provided, however, that each party may disclose this Agreement and any disclosing party's Confidential Information to those of the recipient party's attorneys, auditors, insurers (if applicable), subcontractors and full time employees who have a need to have access to such information in connection with their employment (or engagement, if applicable) by the

recipient party, so long as the recipient party notifies such persons of the obligations set forth in this Section. In any event, compliance by each of the persons referenced in the preceding sentence with the confidentiality obligations set forth in this Section will remain the responsibility of the party employing or engaging such persons.

- D. The obligations set forth in subsection C above will not prevent any party from disclosing information that belongs to such party or (i) is already known by the recipient party without an obligation of confidentiality other than under this Agreement, (ii) is publicly known or becomes publicly known through no unauthorized act of the recipient party, (iii) is rightfully received from a third party, (iv) is independently developed without use of the disclosing party's Confidential Information or (v) is disclosed without similar restrictions to a third party by the party owning the Confidential Information. If Confidential Information is required to be disclosed pursuant to a requirement of a governmental authority, such Confidential Information may be disclosed pursuant to such requirement so long as the party required to disclose the Confidential Information, to the extent possible, provides the disclosing party with timely prior notice of such requirement and coordinates with the disclosing party in an effort to limit the nature and scope of such required disclosure. If Confidential Information is required to be disclosed in connection with the conduct of any mediation or arbitration proceeding carried out pursuant to this Agreement, such Confidential Information may be disclosed pursuant to and in accordance with the approval and at the direction of the mediator or arbitrator, as the case may be, conducting such proceeding. Upon written request at the expiration or termination of an Attachment, all documented Confidential Information (and all copies thereof) owned by the requesting BellSouth Company or Customer (if previously received by the terminating party) will be returned to the requesting party or will be destroyed, with written certification thereof being given to the requesting party. The provisions of this Section VII will survive the expiration or termination of any Attachment and this Agreement for any reason.
- E. Confidential Information will not include any feedback, data, answers, questions, comments, suggestions, idea or the like, that Customer sends to any BellSouth Company or to BBS relating to the Services or Equipment unless the information is specifically identified by Customer as Confidential Information prior to disclosure to BellSouth. The BellSouth Companies and BBS assume no obligation to protect such information from disclosure and will be free to reproduce, use, and distribute the information to others without restriction. The BellSouth Companies and BBS will also be free to use any ideas, concepts, know-how or techniques contained in such information or developed by them, for any purpose whatsoever including but not limited to developing, manufacturing and marketing Services and Equipment incorporating such information.

Nothing contained in this Section VII restricts the right and ability of BBS and the BellSouth Companies to use information concerning the execution of this Agreement and the provision of the Services and Equipment to Customer in internal publications.

- F. All trademark, product and service marks contained on or associated with the Services and Equipment that are not BellSouth Company marks are the trademarks of their respective owners. References to any names, marks, Services or Equipment of third parties does not necessarily constitute or imply BBS' or the BellSouth Companies' endorsement, sponsorship or recommendation of the third party, information, product or service.

VIII. **Notices.** Except as otherwise provided herein, any notices or demands will be given in writing sent by hand delivery, receipted delivery service, certified mail, or registered mail, with postage or charges prepaid and addressed as set forth in this Agreement. Set forth in Exhibit 1 are the notice addresses for the BellSouth Companies and for BBS. Set forth below is the notice address for Customer. Such notices will be deemed given when sent. Addresses may be changed at any time by giving ten (10) business days' prior written notice as above.



IX. **Default.**

- A. Unless provided to the contrary in any applicable law, regulation or tariff, if Customer is in default of any of its obligations under the Main Agreement any BellSouth Company may, in addition to all other rights and remedies provided by this Agreement or by law, terminate the Attachment applicable to the Equipment and Services provided by such BellSouth Company.
- B. "Defaults" include, but are not be limited to, failure to perform a term or condition contained in the Main Agreement, provision of a false statement or representation made for the purpose of obtaining any Equipment or Services, Customer's insolvency, failure to pay debts as they come due, or if Customer becomes subject to any proceeding under the Bankruptcy Act or similar laws.
- C. In the event that any BellSouth Company is prevented from providing any portion or all of the Equipment or Services to be provided by such BellSouth Company as contemplated in this Agreement by any law, regulation, requirement or ruling issued in any form whatsoever by judicial

or other governmental authority (including, without limitation, the Federal Communications Commission), or if a notice from a government agency or department indicates that a BellSouth Company is not permitted to provide any portion or all of the Equipment or Services to be provided hereunder by such BellSouth Company, then, to the extent prohibited by applicable law or regulation, such BellSouth Company may immediately cease providing the prohibited Equipment and Services without any liability whatsoever to Customer. If a BellSouth Company is not permitted to provide any portion or all of the Equipment or Services to be provided hereunder, the BellSouth Company shall cooperate with the Customer to identify alternative BellSouth Services or Equipment that provide same or similar functionality. Nothing herein will be construed to require any BellSouth Company to seek a waiver of any law, rule, regulation, or restriction, or seek judicial review or appeal of any court order.

X. Severability.

- A. This Agreement sets forth the entire agreement between Customer, the BellSouth Companies and BBS with respect to the Equipment and Services, and supersedes any prior written or verbal proposals, agreements, understandings or other discussions respecting this Agreement. The parties further agree that this Agreement shall not supersede any prior existing agreements for BellSouth Services or Equipment unless specifically set forth herein. Neither any BellSouth Company nor BBS will be bound by any provision contained in any purchase order, confirmation, correspondence or other communication from Customer that is at variance with, in addition to or conflicts with any provision of this Agreement, unless such variance, addition or conflict is specifically identified and agreed to in writing by Customer and an authorized representative of BBS or of the BellSouth Company purporting to be bound thereby, which expressly references the appropriate provision of this Agreement.
- B. In the event that one or more of the provisions contained in this Agreement or incorporated herein by reference is invalid, illegal or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions will be considered inoperative to the extent of such invalidity, illegality or unenforceability and unless a failure of consideration would result therefrom, the entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto will be construed and enforced accordingly.

XI. Survival. Any obligations of any BellSouth Company, BBS or Customer, which by their terms would continue beyond the termination, cancellation, or

expiration of this Agreement or any Attachment, will survive such termination, cancellation or expiration.

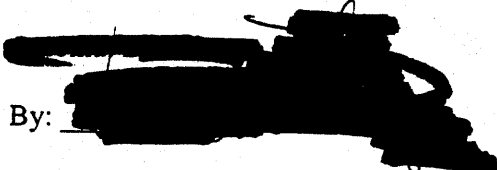
- XII. Disputes.** To the extent permissible under applicable law, regulation or tariff, any dispute, controversy or claim arising under, out of, in connection with or in relation to this Agreement, or the breach, termination, validity or enforceability of any provision hereof (a "dispute"), if not resolved informally through negotiation between the parties, will be submitted to non-binding mediation. The parties will mutually determine who the mediator will be from a list of mediators obtained from the American Arbitration Association office located in the city determined as set forth below in this Section (the "AAA"). If the parties are unable to agree on the mediator, the mediator will be selected by the AAA. To the extent permissible under applicable law, regulation or tariff, if any dispute is not resolved through mediation, it will be resolved by final and binding arbitration conducted in accordance with and subject to the Commercial Arbitration Rules of the AAA then applicable. Any arbitration pursuant to this Agreement must be commenced within one (1) year after the dispute has arisen. One arbitrator will be selected in accordance with such rules, and the arbitrator will allow such discovery as is appropriate, consistent with the purposes of arbitration in accomplishing fair, speedy and cost-effective resolution of disputes. Judgment upon the award rendered in any such arbitration may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and an enforcement, as the law of such jurisdiction may require or allow. Any negotiation, mediation or arbitration conducted pursuant to this Section XII will take place in Atlanta, Georgia. Other than those matters involving injunctive relief or any action necessary to enforce the award of the arbitrator, the parties agree that the provisions of this Section XII are a complete defense to any suit, action or other proceeding instituted in any court or before any administrative tribunal with respect to any dispute or the performance or provision of the Services and Equipment by the relevant BellSouth Company. Nothing in this Section prevents the parties from exercising their right to terminate this Agreement in accordance with the terms hereof.
- XIII. Force Majeure.** The BellSouth Companies will be excused from performance and will not be liable for any delay or damage caused, in whole or in part, by any occurrence beyond the reasonable control either of the relevant BellSouth Company or of its subcontractors or suppliers. Such contingencies include, without limitation, war, civil disobedience, delay in transportation, failure by suppliers to deliver equipment, governmental action, acts of any third party, labor dispute, strikes, or other concerted acts of workers (whether of BellSouth Companies or others), accident, fire, explosion, flood, severe weather or other acts of God, power failure, shortage of materials, whether of a similar or dissimilar nature to the foregoing. The relevant BellSouth Company may delay or suspend performance hereunder for so long performance is delayed by such occurrence or

occurrences, and in such event such BellSouth Company will have no liability to Customer.

- XIV. **Waiver.** No failure on the part of BBS or any BellSouth Company to exercise any right or remedy arising directly or indirectly under this Agreement will operate as a waiver or any right or remedy it may have, nor will an exercise of any right or remedy by BBS or any BellSouth Company preclude any right or remedy otherwise available to any such company.
- XV. **Governing Law.** To the extent permissible under applicable law, regulation or tariff, this Agreement, including the Exhibits, Attachments and any Order Addenda/Order Attachments will be governed by the laws of the State of Georgia, without regard to its conflicts of laws provisions.
- XVI. **BellSouth Company Obligations.**
- A. The Main Agreement and Attachment 1 (collectively, the "BST Regulated Provisions") are or may be, a CSA with respect to regulated BST Services. No other Attachment constitutes any portion of any CSA.
 - B. The parties acknowledge and agree that each BellSouth Company is responsible only for the provision of those Services and Equipment specifically identified in the Attachment applicable to such BellSouth Company (the "Applicable Attachment") and that no BellSouth Company will have any duty, obligation or liability with respect to the provision of the Services and Equipment of any other BellSouth Company or with respect to the terms and conditions set forth in any Attachment other than the Applicable Attachment. Without limiting the generality of the foregoing, the parties acknowledge and agree that the duties and responsibilities of each BellSouth Company and BBS are several and not joint.
 - C. Without limiting the generality of subsection B above, the parties acknowledge and agree that (i) this Main Agreement and the Applicable Attachment constitute the entire agreement between Customer and the relevant BellSouth Company with respect to the Equipment and Services provided by that BellSouth Company; and (ii) the terms and conditions (including, without limitation, any price or discount terms) contained in the Applicable Attachment pursuant to which the relevant BellSouth Company provides the relevant Equipment and Services stand on their own and are in no way dependent or conditioned upon, or otherwise affected by the terms and conditions contained in any other Attachment contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above-written.

Customer:



By:

Title: Vice President – Telecommunications

BBS, on behalf of itself and as
authorized signatory for the BellSouth
Companies identified on Exhibit 1

BellSouth Business Systems, Inc.

By:

Title:

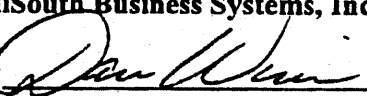
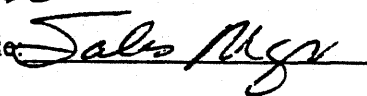



EXHIBIT 1

LIST OF BELLSOUTH COMPANIES

- **BellSouth Telecommunications, Inc.**
- **BellSouth Business Systems, Inc.**

Notification Address:

**BellSouth Business Systems
Vice President & General Manager
3196 Hwy 280 South
Birmingham, AL 35243**

03/23/00

Attachment 1

Terms and Conditions for BellSouth Telecommunications, Inc. ("BST") Regulated Services

1. **Services.** Customer hereby orders the Services described in the Master Services Agreement-Order Attachment the form of which is attached as Exhibit 1 to this Attachment ("Order Attachment(s)") at the recurring and non-recurring rates, charges in the Order Attachment, and in accordance with terms and conditions as described in the applicable tariffs and Order Attachment(s). Customer agrees to pay for the services included in all Order Attachment(s).
2. **BST Regulated Provisions.** This Attachment and the Main Agreement (collectively, the "BST Regulated Provisions") are subject to and controlled by the provisions of BSTs' tariffs including but not limited to the General Subscriber Services Tariff and the Private Line Services Tariff and all such revisions to said tariffs as may be made from time to time. Except for the rates and charges in the Order Attachment(s), the tariff supersedes any conflicting provisions of the BST regulated Provisions. BST agrees that any appropriate tariff decreases for any rate element will be provided to the Customer.
3. **Cancellation.**
 - A. If Customer cancels a Service ordered pursuant to an Order Attachment prior to the completed installation of the Service but after the execution of the Order Attachment, Customer will pay all reasonable costs incurred in the implementation of the Service included in the Order Attachment. Such reasonable costs will not exceed all costs which could apply if the work in the implementation of the Order Attachment had been completed.
 - B. If Customer cancels a Service ordered pursuant to an Order Attachment at any time prior to the expiration of the Service period set forth in the appropriate Order Attachment(s), Customer will be responsible for all "Termination Charges" unless otherwise specified. "Termination Charges" are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by BST and Customer as set forth in the Order Attachment(s).
 - C. Customer further acknowledges that it has options for its

telecommunication services from service providers other than BST and that it has chosen BST to provide the Services specified in each Order Attachment. Customer, therefore, agrees that in the event it terminates Services provided pursuant to an Order Attachment for a Contract Service Arrangement or Special Service Arrangement (a.k.a. Special Assembly), Customer will be responsible for Termination Charges. Customer, however, will not be responsible for Termination Charges if a certified reseller of BST local service resells this Attachment to Customer and such reseller executes a written document agreeing to assume all of Customer's obligations to BST under this Attachment.

4. **SA/CSA.** The BST Regulated Provisions when used in conjunction with a Special Assembly or Contract Service Arrangement may be subject to appropriate regulatory approval prior to commencement of installation. In the event such regulatory approval is denied, after a proper request by BST, any Special Assembly and/or Contract Service Arrangement will be null and void and be of no effect.
4. **Service Period.**
 - A. The service period shall be as specified in the Order Attachment(s) to this Agreement. For the determination of any service period, the service period shall commence the date that the installation of Service is completed.
 - B. At the expiration of the service period for any Service that is available pursuant to the tariff, Customer may continue the Service according to renewal options provided under the tariff. If Customer does not elect an additional service period, or does not request discontinuance of service, the Service will be provided at the monthly rate currently in effect for month-to-month rates. At the expiration of the service period for any Special Assembly or Contract Service Arrangement, Customer may convert to an available tariff offering for the specific service or may request a new Special Assembly or Contract Service Arrangement.
5. **Order Attachment(s).** Customer may order additional existing services or new services by submitting an appropriate Order Attachment properly authorized and submitted in accordance with BST's procedures. Rates for additional and/or new services will be in accordance with the applicable tariff rates in effect at the time the Order Attachment is accepted by BST or as otherwise stated in the

appropriate Order Attachment.

6. **Discount Provisions.**

- A. **Definitions.** As used in this Attachment 1, the following words or phrases have the following meanings. If not otherwise defined herein, all capitalized words and phrases have the meaning set forth elsewhere in the Agreement.
- i. "Annual Revenue Commitment" - The agreed upon amount of billing each year to Customer by BST for BST regulated services that represent the billing Customer agrees to achieve for purposes of this Attachment. Customer's Annual Revenue Commitment is included in to this Attachment.
 - ii. "Baseline" - The annualized billing to Customer for BST regulated services during each year that is used to calculate the Annual Revenue Commitment. Baseline in subsequent years is the aggregate billing for the previous twelve (12) month period prior to the application of any Discount.
 - iii. "Discount" - The "Discount Level" is the percentage reduction applied to the monthly billed revenue for the BST services that are Discount Eligible and for which billing has occurred or will occur during the current billing period.
 - iv. "V&T Eligible Services" - All regulated services purchased by Customer whose billing is used to calculate Annual Revenue Commitment. Billing for non-recurring charges, directory assistance, measured or message local service, taxes, and publicly imposed surcharges including but not limited to the surcharges for 911 service and dual party relay service, is not considered V&T Eligible and was not used to calculate the Annual Revenue Commitment.
 - v. "Discount Eligible Services" - All BST local and intraLATA services purchased by Customer that are appropriate for a percentage reduction off the existing monthly billed revenue as mutually agreed to by Customer and BST. The Discount Eligible Services are listed in Exhibit 2 to this Attachment.
 - vi. "Contract Year" - The twelve (12) month period during the term of this Attachment beginning on the Effective Date, or any subsequent twelve (12) month period that begins on the anniversary of the Effective Date.

- vii. "Expiration Date" - The date on which the term of this Attachment expires.

B. Annual Revenue Commitment

- i. Customer and BST agree to an Annual Revenue Commitment in the first Contract Year of this Attachment of \$2,370,000.00. The Annual Revenue Commitment represents one hundred percent (100%) of Customer's Baseline billing.
- ii. BST and Customer agree that all recurring charges for V&T Eligible Services billed by BST to Customer during each year of this Attachment will be applied toward the Annual Revenue Commitment. Customer's progress toward meeting the Annual Revenue Commitment will be tracked by BST and measured in pre-discounted billed dollars.
- iii. Customer and BST agree to determine Customer's Annual Revenue Commitment at the beginning of each Contract Year. The Annual Revenue Commitment for each Contract Year will be expressed as one hundred percent (100%) of the Baseline billing for the previous Contract Year, except for the first Contract Year where the Annual Revenue Commitment will be expressed as one hundred percent (100%) of the Baseline billing for the twelve (12) months immediately preceding the beginning of the first Contract Year.
- iv. In the event the Annual Revenue Commitment is adjusted due to a Business Change, Higher Order of Service, or Tariff Change, as defined herein, Customer will be permitted to reduce its Annual Revenue Commitment by an amount equal to the adjustment made during the V&T Annual True-Up (as defined herein). The Annual Revenue Commitment levels contained in Exhibit 2 will be reduced by an amount equal to the adjustment made during the V&T Annual True-Up.

C. Discount Level

- i. BST will apply a discount that is a percentage reduction off the monthly billed revenue for the total billed revenue associated with the Discount Eligible Services at the beginning of the Contract Year. BST will begin to apply the Discount on the first billing cycle of the Effective Date. The Discount Level will be based on the Annual Revenue Commitment and is set forth in Exhibit 2 to this Attachment.

- ii. Charges billed pursuant to the Federal or State Access Services tariffs, billing for taxes or publicly imposed surcharges, including but not limited to, the surcharges for 911 or dual party relay services, Local Usage, Special Service Arrangements, Contract Service Arrangements, WATSSaver, and End User Common Line Charges, are not eligible for the application of the discount. Billing associated with certain services may not be eligible for the application of a discount in order to maintain compliance with applicable regulatory and legal requirements.
- iii. Charges billed for V&T Eligible Services for which Customer has not paid will not be counted toward the Annual Revenue Commitment, or toward the amounts set forth in Exhibit 2 to this Attachment for purposes of determining a discount level attained by Customer.
- iv. Customer and BST will be jointly responsible for the identification of Customer accounts with V&T Eligible Services. Customer and BST agree that BST will not be responsible for failure to apply a discount to a V&T Eligible Service if such failure results from either party's failure to identify the relevant account. Additional V&T Eligible Service accounts may be added only by mutual agreement of the parties.

D. Annual Growth Incentive Award. If Customer exceeds its Annual Revenue Commitment by more than three percent during any Contract Year, Customer will receive an additional credit called the Annual Growth Incentive Award ("AGIA"). The AGIA will equal ten percent (10%) of the billed charges for V&T Eligible Services less the current Contract Year's Annual Revenue Commitment. The AGIA will not exceed \$75,000. The AGIA will be calculated and applied at the time of the V&T Annual True-Up. AGIA credits resulting from Annual True-Up will be applied within thirty (30) days of the completion of Annual True-Up.

E. Regulatory and Other Contractual Considerations.

- i. Customer recognizes and agrees that the BST Regulated Provisions are not intended to replace or supersede existing tariffs and that all services that are included under the BST Regulated Provisions will be purchased in accordance with the approved BST General Subscriber Services Tariff and Private Line Services Tariff in effect in each state. The provisions of such tariffs applicable to the services will apply unless and except to the extent the BST Regulated Provisions contain express provisions specifically in

conflict therewith (in which case the express provisions of the BST Regulated Provisions will control to the extent permitted by applicable law.)

- ii. Customer acknowledges that BST may be required to file and obtain approval of the BST Regulated Provisions in certain states prior to the implementation of the contents of this Attachment. BST agrees to begin any necessary filings within thirty (30) calendar days after the Effective Date. In the event the BST Regulated Provisions are denied by a regulatory agency in any state or by another regulatory body with jurisdiction over this matter, this Attachment shall be null and void and of no effect in that state.

- F. Commitment Shortfall. Customer agrees that if it fails to meet its Annual Revenue Commitment during a given Contract Year, to the extent permitted by applicable law and regulation, BST will bill and Customer agrees to pay the difference between the actual billed revenue for the current Contract Year and its Annual Revenue Commitment. To the extent permitted by applicable law and regulation, BST will issue Customer a bill for the commitment shortfall
- G. Provision for Discounting Additional and New Services. For the purposes of this Attachment an "Additional Service" is an intraLATA service that is tariffed by BST on the Effective Date of this Attachment and is not considered an intraLATA Discount Eligible Service. A "New Service" is an intraLATA service that has been tariffed by BST after the Effective Date of this Attachment. Customer may submit a request to BST to obtain a discount on the Additional Service or New Service under this Attachment.
- H. Acquisition of New Businesses. In the event Customer acquires a new business or operation within the BSTservice area during the term of this Attachment and desires to include the services under this Attachment, BST and Customer will review such request and in the event it is mutually determined that the inclusion of these services is appropriate, BST and Customer will amend this Attachment, including the Annual Revenue Commitment level in Exhibit 2, as appropriate to include such services in this Attachment. Any revisions due to acquisition will be made during the V&T Annual True-Up at the end of the year in which the acquisition occurred, and will affect the Annual Revenue Commitment for future years. V&T Eligible Services included in this Attachment as the result of an acquisition will be used in the calculation an Annual Growth Incentive Award in the Contract Year in which the acquisition occurred.
- I. Business Changes. In the event of a divestiture of part of Customer's

business, a business downturn beyond Customer's control, or a network optimization using other BST services, (hereinafter collectively referred to as "Business Change"), any of which significantly reduces the volume of network services required by Customer, with the result that Customer is unable to meet its Annual Revenue Commitment under this Attachment (notwithstanding Customer's best efforts to avoid such a shortfall), BST and Customer will cooperate to reduce Customer's Annual Revenue Commitment to the extent of any shortfall resulting from the Business Change. This provision does not apply to a change resulting from a decision by Customer : (i) to reduce its overall use of telecommunications; or (ii) to transfer portions of its traffic or projected growth to providers other than BST. Customer must provide BST written notice of the conditions it believes will require the application of this provision. This provision does not constitute a waiver of any charges, including shortfall charges, incurred by Customer prior to the time the parties mutually agree to amend this Attachment. This provision does not affect the application of termination charges pursuant to the tariff or other agreements.

K. Higher Order of Service. BST may offer to Customer new technological features and capabilities which will provide additional value to Customer with higher functionality and increased capacity ("Higher Order of Service"). In the event Customer elects to incorporate such a Higher Order of Service into its network design, and the use of such Higher Order of Service results in Customer's being unable to meet its Annual Revenue Commitment under this Attachment, then, subject to all applicable regulatory requirements, BST agrees to reduce Customer's Annual Revenue Commitment to the extent of any shortfall resulting from the migration to a Higher Order of Service.

L. Tariff Changes. If during the term of this Attachment, BST requests and receives regulatory approval for price reductions on tariff services purchased by Customer and such price reductions cause Customer to be unable to meet its Annual Revenue Commitment under this Attachment, then subject to applicable regulatory requirements, BST agrees to reduce Customer's Annual Revenue Commitment to the extent of the shortfall resulting from the price reduction(s).

M. Annual True-Up.

- i. At the end of each Contract Year, BST will conduct a review of Customer's revenue to determine if Customer achieved its Annual Revenue Commitment ("Annual True-Up"). During the Annual True-Up, BST will calculate any Commitment Shortfall in accordance with Section 6.F. and determine Customer's Baseline billing for the following year in accordance with Section 6.A.ii. During the Annual True-Up, BST and can also propose any adjustments to the Annual Revenue Commitment. Finally, during the Annual True-Up, BellSouth and Customer will determine the Annual Revenue Commitment for the new Contract Year in accordance with Section 6.B.
- ii. Customer and BST agree that any credit resulting from the Annual True-Up will be applied as a credit on the BST bill for local and intraLATA services. Further, any debit resulting from the Annual True-Up for failure to meet the Annual Revenue Commitment or Termination Liability will be billed directly to Customer and Customer agrees to assume responsibility for all outstanding amounts.

N. Offer Expiration. This offer shall expire on March 31, 2000.

O. Extension of Term. The term of this Attachment may be extended for one or more additional years upon the mutual agreement of the parties.